REMARKS/ARGUMENTS

The Applicants respectfully request further examination and consideration in view of the amendments above and the arguments set forth fully below. Claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 were previously pending in this application. Claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 stand rejected under 35 U.S.C. 103(a). By the above amendments, claim 1 is amended. Accordingly, claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 are currently pending in this application.

CLAIM AMENDMENTS

Within the Office Action, the Examiner makes the analogy between the claimed referral-based service and the referral program of Argos. In addition to only providing superficial details related to a referral program, there is no hint, teaching, or suggestion within Argos that indicates the referral program is implemented using an electronic communications network and infrastructure.

Recommend-it is not cited for a referral-based system. Recommend-it is cited for sending a recommendation from a first party to a second party via email.

Accordingly, neither Argos, recommend-it, nor their combination teach a referral-based service as part of an electronic communications network and infrastructure where a Service Provider provides both a referral-based service and the marketable entities to be purchased by a user, as claimed. Further, neither Argos, recommend-it, nor their combination teach a Service Provider that implements the referral-based service and performs any purchase transaction of the marketable entity via the communications network and infrastructure.

CLAIM REJECTIONS UNDER 35 U.S.C. §103(a)

Within the Office Action, claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 are rejected under § 103(a) as being unpatentable over the article titled "Argos Business Solutions: Customer Referral Scheme Encourages Sale of Mobile Phones" (hereinafter "Argos") in view of the article titled "recommend-it.com" (hereinafter "recommend-it"). The Applicants respectfully traverse this rejection.

The present invention is directed to offering and receiving a reward for each specific product/service (marketable entity) purchased, in other words, the service is purchase event-driven. The present invention teaches a reward event specifically generated in response to a purchase made by a first party. The reward event is a specific offer to make a recommendation, the offer tied to a specific purchase event, and the reward event includes the ability to make a recommendation. The recommendation is not made without the reward event.

The referral-based service of the present invention is implemented as part of an electronic communications network and infrastructure. The first party purchasing a marketable entity, the Service Provider performing a purchase transaction, offering a reward to the first party by the Service Provider, and correlating the corresponding data are all performed within the context of the communications network and infrastructure.

Recommend-it teaches a service whereby a first user can recommend a website to a second user. The recommendation comes in the form of an email sent by the recommend-it service to the second user. To initiate the recommendation, the first user completes a form provided by the recommend-it service. The recommendation form includes an option for the first user to receive a promotional newsletter. Although this option is presented on the same form that the first user fills out to recommend the website, the promotional newsletter is not an actual reward for making the recommendation because the promotional newsletter can be received regardless of whether the first user makes the recommendation. There is no hint, teaching, or

suggestion within recommend-it that the first user makes a purchase as a prerequisite for making the recommendation. There is also no hint, teaching, or suggestion within recommend-it that the first user only receives a reward once a purchase is made by a second user, where the purchase by the second user is in response to a recommendation sent by the first user.

5   Argos teaches a referral program implemented by DX Communications that is designed to reward customers for referring family and friends to DX to purchase a new mobile phone. According to Argos "the DX Collect scheme is a chequebook-based incentive programme. Customers refer colleagues, friends or family to DX by completing a DX Collect cheque with name and address details. Customers then collect points for purchases made by the referee.

10   Discount on DX merchandise, up to GBP 300 worth or Argos vouchers and a GBP 1,000 holiday voucher are amongst the rewards available for between 1 to 40 successful referrals. Points are stored on a special database until customers are ready to select a reward." (Argos, paragraph 3, page 1). No other details are provided as to the implementation of this referral program.

          Argos provides no details as to the specific steps associated with the referral program.

15   Argos simply teaches a first step where existing customers fill out a DX Collect cheque, and an end result where the referencing party (Customer) collects points for purchases made by the referee. We are left to guess at the intervening steps. For example, how do the DX Collect cheques get to the Customers (are the DX Collect cheques mailed out by DX automatically to any existing customers or do the customers request that the DX Collect cheques be sent to them)?

20   What is the connection between filling out a DX Collect cheque and the eventual purchase made by the referee (is the completed DX Collect cheque mailed back to DX, which in turn sends to the referee, or does the Customer contact referee first and the DX Collect cheque is filled out after the referee has made a purchase)? In contrast, the present invention provides specific implementation details including a first party purchasing a marketable entity via the

25   communications network and infrastructure, the Service Provider performing a purchase

transaction related to the first party purchase, and the Service Provider offering a reward to the first party over the communications network and infrastructure in response to the first party purchase. The Examiner is using hindsight in view of the present invention to bridge the implementation gap in Argos and to define the these specific implementation steps as claimed.

5 Argos does not teach an electronic communications network and infrastructure to provide a referral-based service and one or more marketable entities to be purchased, and Argos does not teach that the Service Provider performs any purchase transaction via the communications network and infrastructure.

The Examiner cites recommend-it for sending a recommendation via email, yet there is

10 no motivation to add a network-based delivery method to a non-network-based referral program (of Argos). As such, the combination of Argos and recommend-it is improper.

Further, even if the combination Argos and recommend-it is proper, which the Applicants do not believe to be the case, the teaching of sending a recommendation via email, as taught by recommend-it, is insufficient to teach the entire implementation details lacking in Argos.

15 Recommend-it does not teach the network means for performing a purchase transaction by the Service Provider (the same Service Provider that provides the referral-based service and the one or more marketable entities to be purchased), nor does recommend-it teach the network means for the Service Provider to perform the purchase transaction that triggers the reward offer. Recommend-it also does not teach the network means for offering the reward to the purchaser by

20 the Service Provider.

Finally, recommend-it does not teach the network means for providing a recommendation that includes a URL lin to a website of the Service Provider having an offer to transact an exchange for the marketable entity. The Web Deck Software of recommend-it is offered by a third party, Web Deck. The service provided by recommend-it merely provides a link to the Web

25 Deck website. Once at the Web Deck website, any subsequent purchase made by the user is

performed by Web Deck, not the recommend-it service. As such, Web Deck and recommend-it
are two separate and distinct services/companies that function independently of each other. As
such, the "marketable entity", as applied to recommend-it, is the WebDeck Software offered on
the WebDeck Software website. The claimed limitations include "transacting a purchase for a

5   marketable entity by a first party" and "offering a reward to the first party in response to the first
party purchasing the marketable entity", where the purchase triggering event is the purchase of
the marketable entity. However, if it is the WebDeck Software that is the marketable entity, the
purchase triggering event would be the purchasing of the WebDeck Software. Recommend-it
includes no such teaching. The recommendation provided by recommend-it is unrelated to any

10   purchase being made at the WebDeck Software website. Therefore, recommend-it does not teach
the purchase triggering event that leads to offering a reward.

Accordingly, neither Argos nor recommend-it teach the implementation details necessary
to implement a referral-based service provided as part of a communications network and
infrastructure, as claimed.

15   Further, Argos teaches that customers collect points for "purchases made by the referee."
This is vague and indefinite, and does not specify what "marketable entity" is referred to by
"purchases." The claimed limitations are quite specific, "providing the reward to the first party if
the second party purchases the marketable entity" (emphasis added). Due to the antecedent basis
of "the marketable entity", the product or service (marketable entity) purchased by the second

20   party must be the same product or service purchased by the first party in order for the first party
to receive the reward. Argos does not specify this detail. Recommend-it is not cited as teaching
this limitation. Accordingly, neither Argos nor recommend-it teach providing the reward to the
first party if the second party purchases the same marketable entity as purchased by the first
party.

25   For at least these reasons, the combination of Argos and recommend-it fail to teach the

claimed limitations as included in the independent claims 1, 46, and 50. Claims 2-4, 6-10, 12-13, 15-21, 23, 27-30, 34-36, 40-41, and 43-45 depend from independent claim 1. Claims 47-49 depend from the independent claim 46. Claim 51 depends from the independent claim 50. Because the dependent claims 2-4, 6-10, 12-13, 15-21, 23, 27-30, 34-36, 40-41, 43-45, 47-49,

5 and 51 are dependent on allowable base claims, they are also allowable.

Additional Allowable Subject Matter

The Applicants previously argued the allowable aspects of the dependent claims 8, 9, and 28. However, the Examiner failed to address these arguments in the Office Action. Those

10 arguments are repeated below.

Dependent claim 8 includes "wherein the step of forwarding the first e-mail message to the second party comprises the steps of (a.) forwarding the first e-mail message from the first party to the second party, and (b.) forwarding an authenticating e-mail message from the first party to a provider of the first Web site, the authenticating e-mail message comprising a first

15 serial number and the e-mail address of the second party, the authenticating e-mail message thereby enabling the second party to access the first Web site and transact for the marketable entity." Recommend-it specifically teaches forwarding the first email message from the recommend-it service to the second party (Recommend-it, page 2, left frame lines 1-4). Recommend-it does not teach forwarding the first email message from the first party to the

20 second party, as claimed in claim 8.

Dependent claim 9 includes "wherein the step of forwarding the first e-mail message to the second party and the step of forwarding the authenticating e-mail message to the provider are performed as the result of a single mail command initiated by the first party." As stated above in regard to claim 8, recommend-it specifically teaches forwarding the first email message from the

25 recommend-it service to the second party. Recommend-it does not teach forwarding the first

email message from the first party to the second party, and also forwarding an authenticating
email from the first party to the provider as a result of a single mail command initiated by the
first party, as claimed in claim 9.

Dependent claim 28 includes "wherein the offer of rewards to the first party and the
second party in exchange for recommendations is metered according to an algorithm, wherein the
first party is granted a privilege of forwarding a greater number of e-mail messages than the
second party, each of the e-mail messages comprising a personalized referral for the marketable
entity and a set of data, the set of data comprising a serial number and a URL link to a Web site
having an offer to transact the exchange for the marketable entity." Within the Office Action,
claim 28 is rejected due to Official Notice. The Applicants have previously addressed this issue,
and repeat those remarks below. However, the Examiner again fails to address the Applicants'
contention that the Official Notice is completely unrelated to the claimed limitation of claim 28.
The Examiner contends that it is well known in the business related arts to credit an account and
to have included crediting an account within a database and recording the reward credited.
However, crediting an account is not related to the subject matter of claim 28. Claim 28 is
directed to the offering of the reward, not the awarding of the reward. Offering the reward is
related to a reward event, where a recommendation is made by the first party, but only in direct
response to a purchase event. Claim 28 details that the reward event can include the ability to
offer the reward to multiple different parties, and that the breadth by which this offering can be
made is greater for the first party than for the second party. Neither recommend-it nor Argos
teach such a limitation. Further, the Official Notice also fails to teach this limitation.

In view of the foregoing, Applicants believe all claims now pending in this application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested. If the Examiner believes that a telephone conference would expedite prosecution of this application, the Examiner is encouraged to contact the undersigned at (408)

5   530-9700.

Respectfully submitted,

HAVERSTOCK & OWENS LLP

10

Dated: May 13, 2009   By: /Thomas B. Haverstock/

Thomas B. Haverstock

Reg. No. 32,571

Attorneys for Applicant